

16612 A
RECORDED NO. _____ FILED 145

NOV 21 1989 -12 05 PM
INTERSTATE COMMERCE COMMISSION

LEASE AND INDENTURE SUPPLEMENT NO.

Dated November 21, 1989

Among

WILMINGTON TRUST COMPANY,
not in its individual capacity but solely as trustee,
Lessor/Owner Trustee,

CSX TRANSPORTATION, INC.,
Lessee

COPY

and

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity but solely as trustee,
Indenture Trustee

65 GE DASH 8 40C 4,000 HORSEPOWER LOCOMOTIVES

CERTAIN RIGHTS, TITLE AND INTEREST IN AND TO THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 AND TO THE LOCOMOTIVES COVERED HEREBY ON THE PART OF WILMINGTON TRUST COMPANY, AS OWNER TRUSTEE, HAVE BEEN ASSIGNED TO AND ARE SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF THE CONNECTICUT NATIONAL BANK, AS INDENTURE TRUSTEE UNDER AN INDENTURE AND SECURITY AGREEMENT DATED AS OF NOVEMBER 1, 1989. TO THE EXTENT, IF ANY, THAT THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY THE CONNECTICUT NATIONAL BANK, AS INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF.

FILED WITH THE INTERSTATE COMMERCE COMMISSION
PURSUANT TO 49 U.S.C. § 11303 ON NOVEMBER _____, 1989 at
_____:_____. M., RECORDATION NUMBER _____ AND DEPOSITED
WITH THE OFFICE OF THE REGISTRAR GENERAL OF CANADA PURSUANT
TO § 90 OF THE RAILWAY ACT OF CANADA ON NOVEMBER __, 1989
AT __:__.M., RECORDATION NUMBER _____.

THIS LEASE AND INDENTURE SUPPLEMENT NO. 1, dated November 21, 1989, among WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee ("Lessor" or "Owner Trustee") under that certain Trust Agreement dated as of November 1, 1989 (the "Trust Agreement") with SECURITY PACIFIC EQUIPMENT LEASING, INC., a Delaware corporation, CSX TRANSPORTATION, INC., a Virginia corporation ("Lessee") and THE CONNECTICUT NATIONAL BANK, a national banking association, not in its individual capacity but solely as Indenture Trustee (the "Indenture Trustee").

W I T N E S S E T H :

WHEREAS, Lessor, Lessee and the Indenture Trustee have, with the Owner Participant referred to therein, heretofore entered into a Participation Agreement (the "Participation Agreement"), Lessor and Lessee have heretofore entered into a Lease Agreement (the "Lease"), and the Indenture Trustee and Owner Trustee have heretofore entered into an Indenture, Mortgage and Security Agreement (the "Indenture"), each dated as of November 1, 1989 (capitalized terms used herein without definitions having the respective meanings set forth in Schedule X to the Lease);

WHEREAS, the Participation Agreement, the Lease, and the Indenture provide for the execution of a Lease and Indenture Supplement substantially in the form hereof for the purposes of leasing the Locomotives under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof and subjecting such Locomotives to the Lien of the Indenture;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, Lessor, Lessee and Indenture Trustee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as hereby supplemented, the Locomotives listed on Schedule 1 hereto.

2. Lessee hereby confirms to Lessor that Lessee has accepted such Locomotives for all purposes hereof and of the Lease. The date of delivery and acceptance of such

Locomotives under the Lease is the date of this Lease and Indenture Supplement No. 1 set forth in the opening paragraph hereof. The Lease Term for such Locomotives shall commence on the date hereof.

3. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease and Indenture Supplement, on the Basic Term Commencement Date to pay Interim Rent to Lessor for each Locomotive leased hereunder as provided for in the Lease and on each Payment Date to pay Basic Rent to Lessor for each Locomotive leased hereunder as provided for in the Lease.

4. In order to secure the prompt payment of the principal of and Premium, if any, and interest on all of the Certificates from time to time Outstanding under the Indenture and of all other amounts payable by the Owner Trustee or the Owner Participant to or for the benefit of the Holders of the Certificates and the Indenture Trustee under the Indenture, the Participation Agreement and the other Indenture Estate Documents, and the performance and observance by the Owner Participant and the Owner Trustee of all agreements, covenants and provisions contained in the Indenture or in any other Operative Document, the Owner Trustee has granted, conveyed, pledged, sold, mortgaged, assigned, transferred and set over a security interest and mortgage lien unto the Indenture Trustee and its successors and assigns in (i) the Locomotives listed on Schedule 1 hereto and (ii) this Lease and Indenture Supplement, in each case excluding Excepted Property and Excepted Rights, to have and to hold unto the Indenture Trustee and its successors and its assigns in trust for the benefit and security for the Holders from time to time of the Certificates and for its and their own use and benefit forever, as part of the Indenture Estate and subject to the provisions of the Indenture.

5. All of the provisions of the Lease and the Indenture are hereby incorporated by reference in this Lease and Indenture Supplement to the same extent as if fully set forth herein.

6. This Lease and Indenture Supplement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

7. This Lease and Indenture Supplement is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor, Lessee and Indenture
Trustee have caused this Lease and Indenture Supplement No.
1 to be duly executed on the date and year set forth in the
opening paragraph hereof.

Lessor/Owner Trustee

WILMINGTON TRUST COMPANY
not in its individual capac-
ity but solely as Owner
Trustee

By *CDaniel*
Title: Financial Services Officer

Lessee

CSX TRANSPORTATION, INC.

By _____
Title:

Indenture Trustee

THE CONNECTICUT NATIONAL BANK
not in its individual capac-
ity but solely as Indenture
Trustee

By _____
Title:

IN WITNESS WHEREOF, Lessor, Lessee and Indenture
Trustee have caused this Lease and Indenture Supplement No.
1 to be duly executed on the date and year set forth in the
opening paragraph hereof.

Lessor/Owner Trustee

WILMINGTON TRUST COMPANY
not in its individual capac-
ity but solely as Owner
Trustee

By _____
Title:

Lessee

CSX TRANSPORTATION, INC.

By  _____
Title: Treasurer

Indenture Trustee

THE CONNECTICUT NATIONAL BANK
not in its individual capac-
ity but solely as Indenture
Trustee

By _____
Title:

IN WITNESS WHEREOF, Lessor, Lessee and Indenture
Trustee have caused this Lease and Indenture Supplement No.
1 to be duly executed on the date and year set forth in the
opening paragraph hereof.

Lessor/Owner Trustee

WILMINGTON TRUST COMPANY
not in its individual capac-
ity but solely as Owner
Trustee

By _____
Title:

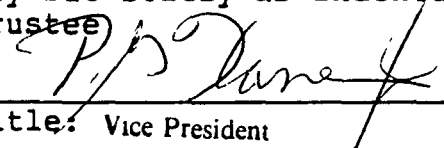
Lessee

CSX TRANSPORTATION, INC.

By _____
Title:

Indenture Trustee

THE CONNECTICUT NATIONAL BANK
not in its individual capac-
ity but solely as Indenture
Trustee

By  _____
Title: Vice President

STATE OF DELAWARE
COUNTY OF NEW CASTLE ss.:

On this 26th day of October, 1989, before me personally appeared Carolyn C. Daniels, to be personally known, who, being by me duly sworn, says that he is Financial Services Officer of Wilmington Trust Company that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My Commission Expires: 4/20/91

[Notary Seal]

STATE OF MARYLAND)

: ss.:

CITY OF BALTIMORE)

On this 26th day of Oct, 1989, before me personally appeared A. B. Altoma, to be personally known, who, being by me duly sworn, says that he is Treasurer of CSX Transportation, Inc., that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sealish M. McCarley
Notary Public

My Commission Expires: 7-1-90

[Notary Seal]

STATE OF Connecticut)
COUNTY OF Hartford) ss.: Hartford

On this 26th day of Oct., 1989, before me personally appeared P. G. KANE, Jr., to be personally known, who, being by me duly sworn, says that she is Vice President of The Connecticut National Bank, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Michelle K. Blezard
Notary Public

MICHELLE K. BLEZARD
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1994

My Commission Expires:

[Notary Seal]

SCHEDULE 1

SCHEDULE OF LOCOMOTIVES TO BE DELIVERED

Serial
Numbers

CSXT 7500-7564 (inclusive)